

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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**In re:** :  
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**DELPHI CORPORATION, et al.,** : **Chapter 11**  
 : **Case No. 05-44481-RDD**  
**Debtors.** : **Jointly Administered**  
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**STIPULATION AND AGREED ORDER BY AND AMONG THE DEBTORS,  
STEERING SOLUTIONS, LLC AND NISSAN NORTH AMERICA, INC. RESOLVING  
THE RESPONSE OF NISSAN NORTH AMERICA, INC. TO DEBTORS' NOTICE OF  
ASSUMPTION AND/OR ASSIGNMENT OF CERTAIN EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES TO BUYERS IN CONNECTION  
WITH SALE OF STEERING AND HALFSHAFT BUSINESS AND TO  
PROPOSED CURE AMOUNTS IN CONNECTION THERETO**

By and through their undersigned attorneys, the above captioned debtors, (the "Debtors"), Steering Solutions, LLC ("Steering Solutions"), and Nissan North America, Inc. ("NNA," together with the Debtors and Steering Solutions, the "Parties"), do hereby stipulate and agree as follows:

1. NNA filed that certain response (the "Response") on behalf of itself and certain related entities ("Nissan") in response to the Debtors' (i) Notices of Assumption and/or Assignment of Executory Contract and Unexpired Lease to Buyers in Connection with Sale of Steering and Halfshaft Business (the "Assumption Notices"), and (ii) Notices of Cure Amount with Respect to Executory Contract and Unexpired Lease to Buyers in Connection with Sale of Steering and Halfshaft Business (the "Cure Notices"), and together with the Assumption Notices, the "Sale Notices").

2. Notwithstanding any provision of (i) the Court's order approving the Debtors' sale of the Steering and Halfshaft Business or (ii) the Master Sale and Purchase Agreement by and between the Selling Debtor Entities and Steering Solutions (the "MSPA"), the

Parties agree that the agreements identified and described as assumed and/or assigned on the attached Exhibit A, together with any modifications, amendments, supplements or ancillary agreements thereto (collectively, the “Assigned Agreements”), are assumed by Delphi and assigned to Steering Solutions in their entirety, with Steering Solutions liable for any and all obligations thereunder. By way of example, and without limiting the foregoing, Steering Solutions agrees that it is bound by and subject to the terms of that certain Master Purchase Agreement, dated as of June 14, 2004, between NNA and the Debtors and is obligated for all obligations thereunder, including without limitation any and all warranty and/or product liability claims, without respect to the timing of such claim’s accrual, whether arising pre-closing or post-closing, in favor of NNA. For clarification purposes, any and all outstanding obligations under the Assigned Agreements of the Debtors are hereby assumed by Steering Solutions and will be honored and satisfied in the ordinary course of business.

3. With respect to the Confidentiality Agreements contained within the Assigned Agreements, Nissan acknowledges and Steering Solutions hereby represents that Steering Solutions shall maintain the confidential nature of the information received by the Debtors pursuant to the alleged Confidentiality Agreements.

4. The Parties also acknowledge and agree that the agreements listed on Exhibit A as rescinded, are expressly excluded from the Assigned Agreements.

5. The Parties acknowledge and agree that nothing herein shall alter or modify the rights and obligations between the Buyers (as defined in the MSPA) and Sellers (as defined in the MSPA) under the MSPA.

So Ordered in New York, New York, this 12th day of March, 2008

/s/Robert D. Drain

UNITED STATES BANKRUPTCY JUDGE

Agreed and stipulated to by:

**Waller Lansden Dortch & Davis, LLP**

/s/ Robert J. Welhoelter

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